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U.S. Department
of Transportation

**Federal Highway
Administration**

Eastern Direct
Federal Division

1000 North Glebe Road
Arlington, Virginia 22201

September 23, 1985

Reply to: HC-15

STAT

New Building Project Office
Central Intelligence Agency
Washington, D.C. 20505

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Dear [redacted]

Enclosed for your information is a copy of the preconstruction minutes for Project 1A58, George Washington Memorial Parkway, which was held on September 6, 1985.

Please advise if you are not in agreement with the contents of the minutes.

Sincerely yours,

Gary L. Klinedinst
Gary L. Klinedinst
Division Engineer

Enclosure

PRECONSTRUCTION CONFERENCE MINUTES

Project: 1A58, George Washington Memorial Parkway

Date Held: September 6, 1985

Where: Room 304, 1000 North Glebe Road,
Arlington, Virginia 22201-4799

1. INTRODUCTION

The purpose of the conference was to discuss the project, answer any questions that may arise, become familiar with the individuals involved, and emphasize any special requirements or project peculiarities. This conference is not intended to make any changes in the plans or specifications. Although certain provisions will be discussed, it does not mean that other provisions are less important, and all are applicable in the contract.

2. ATTENDEES

Representing the Contractor:

Elbert Smith, Superintendent
Suresh Patel, Engineerident
Roger Gosalia, Vice President

Representing National Park Service:

Paul Stoehr, Landscape Architect, George Washington Memorial Parkway
Hillard Ratliff, Chief of Maintenance, George Washington Memorial Parkway
Ted Hillmer, Civil Engineer, National Capital Region

Representing the Federal Highway Administration:

Stephen P. Boch, Construction Operations Engineer

Representing The Central Intelligence Agency:

STAT [redacted] Logistics Officer

Representing the U.S. Park Police:

Norbert Bonjo, Sergeant

3. GOVERNMENT REPRESENTATIVES

This is a U.S. Department of Transportation contract. The Contracting Officer is:

Gary L. Klinedinst
Division Engineer
Eastern Direct Federal Division
Federal Highway Administration
1000 N. Glebe Road
Arlington, Virginia 22201

Telephone: 703/557-0960

Mr. Klinedinst has delegated most of the responsibility for contract administration to:

William G. Bartenstein
Construction Engineer
Eastern Direct Federl Division
Federal Highway Administration
1000 North Glebe Road
Arlington, Virginia 22201-4799

Telephone: 703/557-0960

The Contractor is notified that the Project Engineer is Charles Burke, Federal Highway Administration, telephone to be furnished.

The Construction Operations Engineer for this project is Stephen P. Boch, whose address and telephone are the same as shown above for the Construction Engineer. Mr. Boch is the immediate supervisor of the Project Engineer and is responsible for coordinating the engineering and administrative support for the project.

The Contractor should coordinate all his activities with the FHWA Project Engineer. The FHWA will handle any further coordination required through John Byrne, Superintendent, George Washington Memorial Parkway, National Park Service.

4. STATUS

Commencement--See subsections 101.02 and 108.02 of FP-79. The Contractor submitted a progress schedule at this time. Work is expected to begin once a signed contract is received.

This contract must be completed by December 6, 1985, except capstone placement, landscaping and seeding which shall be completed by April 30, 1986. If the beginning of work is substantially delayed while waiting on a signed contract the December 6, 1985, date will be extended accordingly. The contract provides for liquidated damages in the amount of \$500 per calendar day in accordance with Section 108.07. Contract time is to be counted through final cleanup as specified on H-1 of the Special Contract Requirements.

5. CONTRACT MODIFICATIONS AND DIRECTIVES

The Government's right to order changes within the general scope of the contract is set forth in Federal Acquisition Regulation (FAR), Clause 52.243-4, subsection 101.02 contains definitions of contract modifications, directives, and supplemental agreements. Payment provisions for changed quantities are made in subsection 109.07 and payment provisions for force account work are contained in subsection 109.08.

There are two kinds of Contract Modifications (CM):

- (1) A change order is a CM issued unilaterally; that is, the Contractor has not agreed to the basis of payment for the work and to the effect on contract time.
- (2) A supplemental agreement is a CM issued bilaterally; that is, the Contractor has agreed to the basis of payment for the work and to the effect on contract time. It is expected that most CM's will be supplemental agreements to be valid. For example, acceptance of value engineering proposals, settlement of claims, and effecting changes outside the scope of the contract.

Directives

A directive is a written notification to the Contractor which implements work or actions which are provided for in the contract and are such that they do not warrant a Contract Modification. For example, pipe culvert order lengths, changes in footing elevations, work under a contingent item, price adjustments, suspensions of work, and notice of unacceptable work or material are some but not all types of directives.

6. SPECIFICATIONS

The project is to be built under the FHWA Standard Specification FP-79, as amended and supplemented by the project Special Contract Requirements. All the contract documents are intended to be complementary and to describe and provide for the completion of the work. In case of discrepancy, the order of preponderance is shown in Section 105.04 of the Special Contract Requirements.

7. CORRESPONDENCE

Correspondence to the FHWA should be addressed to Mr. Bartenstein at the above Arlington, Virginia, address. It would be helpful if a copy could be sent to the Project Engineer at the same time.

Correspondence from the FHWA will be addressed to:

MTI Construction Company
6029 Dix Street, N. E.
Washington, D.C. 20019

The Contractor requested two copies of all correspondence.

8. SUPERINTENDENCE BY CONTRACTOR

See Clause 52.236-6(FAR). The Contractor has assigned Ron Williams as Superintendent on this project.

9. OTHER CONTRACTS

See Clause 52.236-8 and Section 108.04. No other known contracts are underway in this area. The National Park Service will remove shrubbery and trees prior to commencement of work in the median.

10. SUBCONTRACTING

See Section 108.01. Contractor must perform work with his own forces amounting to not less than 15 percent of the original contract amount. He may subcontract any portion of the remainder. Written consent from the Government is not required.

Within 10 days of the award of a subcontract, the Contractor shall furnish the Engineer a certification that the aggregate total sublet does not exceed the limit and that all required contract and labor clauses have been incorporated into the subcontract. In addition, the following information shall be submitted for the Government's records:

- (a) Name and address of proposed subcontractor.
- (b) Statement regarding small business, 8(a) certification, woman-owned, and minority status of proposed subcontractor.
- (c) List of items to be subcontracted, quantity and contract value.
- (d) Percentage breakdown of bid items if only partially subcontracted.

Contractor was given forms for submitting the information above and for certifying incorporation of contract and labor clauses in all contracts.

No subcontracts may be entered into with a subcontractor who is on a debarred bidder's list maintained by any Government agency.

The Government has no direct contractual relationship with a subcontractor. The prime contractor is liable and responsible for any action or inaction on the part of a subcontractor and the subcontract does not relieve the Contractor of his liability under the contract and bonds.

The Contractor's attention was called to the EEO requirement, (Clause 52.222-23 (FAR), that he has to provide written notification of any subcontracts in excess of \$10,000 to the Regional Director of the Office of Federal Contract Compliance Programs, Department of Labor. Gateway Building, Room 1310, 3535 Market Street, Philadelphia, Pennsylvania 19104. He is to provide the information requested by this provision.

11. LABOR COMPLIANCE

The governing specifications regarding labor standards provisions are bound in the contract booklet as follows:

- . Minimum Wage Schedule (see page F-21 Special Contract Requirements).
- Labor Standards Provisions
- FAR - Clause 52.222-26 Equal Opportunity
- Clause 52.222.36 Employment of the Handicapped

Additional Classifications

The minimum wage schedule should be examined by the Contractor to ascertain the need for additional classifications of laborers and mechanics and submitted to the Department of Labor on Form FHWA 1140 which were furnished him.

Equal Employment Opportunity

Equal employment opportunity is a requirement of the law. Responsibilities are outlined in the following contract provisions:

FAR - Clause 52.222-26 Equal Employment Opportunity

- Clause 52.219-8, 52.219-13 Utilization of Minority and Women Owned Business Concerns
- Clause 52.222-36 Employment of the Handicapped
- Clause 52.222-35 Disabled Veterans and Veterans of the Vietnam Era.

Affirmative Action Compliance Requirements for Construction

- Clause 52.222-27 (Executive Order 11246).

EEO Policy: Policy must be posted on the project bulletin board along with the EEO Poster furnished by the FHWA.

EEO Officer: The FHWA has been advised in writing that Sheila Grant is the EEO Officer. Her name and the company policy will be posted on the project bulletin board.

Reports: Contractor was given Form EEO-1, including instructions, and Form CC-257 (submitted monthly) for submission to Department of Labor.

Inspection: The Contractor is subject to inspection both on job site and at home office by a Federal Highway Administration EEO Officer.

Payrolls Record and Payrolls

- (a) Two certified copies of each weekly payroll must be submitted by the prime contractor and each subcontractor within 7 days of the payment date thereof.
- (b) Payrolls must be completed, including Social Security number. The employee's address must be shown on first appearance on payroll. Payrolls should be given to the project engineer.
- (c) Prime contractor is responsible for the submittal of payrolls by subcontractors.

Sanctions

Violations of acts may result in withholding, termination of contract, debarment and/or criminal prosecution.

Posters and Forms

The Contractor was given posters required to be placed on the bulletin board. Examples of forms required to be submitted were also distributed.

12. NOTICE OF DELAYS

The FAR Clause 52.249-10 enumerates some but not all of the delays beyond the control of the Contractor for which he will not be responsible. It is incumbent on the Contractor to timely notify the Engineer of any delays or potential delays which may impede completion of the work.

13. COMPLIANCE

The Contractor and his employees are subject to the laws and regulations of the State and local jurisdictions. Section 107 of FP-79 delineates some of these responsibilities.

14. CONTRACTOR--SAFETY REQUIREMENTS

- (a) Subsection 107.20 of FP-79 provides that the Contractor is bound by all Federal, State, and local safety regulations. Other pertinent sections of Standard Specifications are 107.01, 107.07, 107.14, and 108.09.
- (b) There are no known potential hazardous conditions on the job sites other than shown on the plans.
- (c) The Contractor was advised that Federal laws and regulations, as well as the contract, make the Contractor, responsible for health and safety of his employees.
- (d) The same requirements apply to all subcontracts.
- (e) There may be State and local laws, ordinances, and codes that apply. The Contractor is to keep himself informed and comply with these. Representatives of U.S. Department of Labor or State officials may conduct safety and health inspections.
- (f) The Contractor is to have and maintain a company accident prevention program which includes inspections by competent persons of his organization.
- (g) The Contractor was advised of the requirements for handling and care of Hazardous Materials provided in Clause 52.223-3.

15. PROGRESS PAYMENTS

Progress payments are normally made monthly if earnings are \$1,000 or more. An estimate cutoff date of the 25th of each month was established at this time. If the Contractor wishes to delay this cutoff date at all, a written request needs to be delivered to the Project Engineer. Our project records supporting payment are open for the Contractor's inspection at any time. The contract has a retent provision in Clause 52.232-5 FAR. Normally, retent will not be held if progress is considered satisfactory. Payment for stockpiled materials on or off the site can be made upon satisfactory proof of ownership and test results. Payment for partially completed work will be made. The Project Engineer has guidelines for percentage allowance on uncompleted items. The Government will, upon request, reimburse the Contractor for premiums paid for performance and payment bonds. This payment will be deducted from the final estimate. Contractor was given the form for information required for electronic transfer of progress payment.

16. MATERIALS TESTING AND ACCEPTANCE

FHWA would like to know the Contractor's proposed sources of materials as soon as possible to perform preliminary tests as required. The FHWA will either sample and test all of the materials used on the project or accept on certification. Commercially manufactured items will normally be accepted on certification. Previous recent testing by other agencies such as the State Highway Department may be acceptable. The Contractor and the Project Engineer will get together as to the specific requirements for accepting the various materials involved. Certified materials will be subject to testing if deemed necessary.

The Contractor was urged to submit all pertinent information for the hot bituminous mixes as soon as possible so as not to delay any required testing or evaluation. Forms were given to the Contractor to use when submitting asphalt and concrete mixes for approval. The Contractor asked if two asphalt mixes could be approved. He was informed that we would only approve one due to the time and cost involved in approving the mix.

17. CONSTRUCTION DETAILS

On September 7, 1985, the limits of the staging area will be laid out.

The Contractor was asked to order an additional Road Construction Ahead and End Construction sign to be erected on the southbound lanes of the parkway.

The Contractor was also reminded after the milling is completed existing drop inlets will need to have cold mix asphalt placed around them.

Preconstruction Conference

Project 1A58, George Washington Memorial Parkway

Date: September 6, 1985

<u>Name</u>	<u>Title</u>	<u>Affiliation</u>	<u>Telephone</u>
Stephen P. Boch	Construction Ops. Engr.	EDFD - FHWA	557-0960
Paul J. Stoehr	Landscape Architect	NPS/GWMP	285-2560
Hillard G. Ratliff	Ch. of Maint., GWMP	GWMP	285-2561
Smith, Elbert	Supt., MTI	MTI	396-2800
Suresh Patel	Engr., MTI	MTI	396-2800
Roger Gosalia	Vice President	MTI	396-2800
	Logistics Officer	CIA	
Norbert A. Bonjo	Sergeant	U.S. Park Police	492-6293
Ted J. Hillmer, Jr.	NCR, Park Engr.	NPS	426-6955
Roger Phillips		U.S. Park Police	492-6993

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